

FELLOW AGREEMENT Hematology/Oncology

This Agreement is between Phoenix Children's Hospital, an Arizona non profit corporation ("PCH") and _____, M.D. ("Fellow") (Level: PL4).

RECITALS

- A. PCH sponsors or participates in a pediatric fellowship program ("Program") duly accredited by the Accreditation Council for Graduate Medical Education.
- B. The Fellow has completed appropriate educational requirements in a manner satisfactory to PCH.
- C. The Fellow has completed Parts I, II, and III of the USMLE or COMLEX and provided PCH with documentation of a passing score of each part of this examination.
- D. The parties desire to enter into an Agreement whereby PCH will provide to Fellow post graduate medical education and training in its Program, and the Fellow will participate in this training Program as an employee of PCH providing professional services to PCH's patients.

THEREFORE, in consideration of the mutual covenants and promises contained herein, it is understood and agreed between the parties as follows:

COVENANTS

1. Good Faith; Professionalism. The parties acknowledge their respective obligations to fulfill this Agreement in good faith and in so doing to provide a high level of professional service to the individual patients treated.
2. Educational Experience, Environment; Assignments.
 - a. PCH will make its best effort to provide a suitable environment for educational experience in pediatrics as defined in the Program Requirements for Graduate Medical Education in the Subspecialties of Pediatrics and the Program Requirements for Fellowship Education in Pediatric Hematology-Oncology, prepared by the Accreditation Council for Graduate Medical Education.
 - b. PCH will provide education, supervision, and a work environment in compliance with the Phoenix Children's Hospital Pediatric Resident Financial Support, Benefits, and Work Environment Policy and the Supervision of Residents and Students Policy. This policy includes:

- 1) Appropriate food services 24 hours a day while on duty.
 - 2) Adequate and appropriate sleeping quarters and bathroom facilities which are safe, quiet, and private.
 - 3) Appropriate security and personal safety measures at all locations including parking facilities, on-call quarters, and hospital grounds.
 - c. The content, duration and sequence of assignments will be determined by the Program Director(s) and will provide a balanced series of rotations consistent with training objectives and overall needs of the Program.
 - d. Fellow will rotate to affiliated services, presently existing or subsequently developed, as determined by the Program Director(s) in accordance with the needs of the Fellow, the Program, and PCH.
3. Fellow Responsibilities. The Fellow agrees to:
 - a. Perform satisfactorily, as determined by the Program Director(s) and the Medical Education Committee, the usual duties of the respective traineeship;
 - b. Comply with the terms and conditions of this Agreement and the policies of PCH and its Medical Staff,
 - c. Complete all medical records as required by PCH policy. In the event Fellow is suspended because of failure to complete medical records, all pay or wages due Fellow will be held by PCH until the suspension is terminated, and
 - d. Take at-home call subject to the Program Requirements for Graduate Medical Education in the Subspecialties of Pediatrics and the Program Requirements for Fellowship Education in Pediatric Hematology-Oncology, prepared by the Accreditation Council for Graduate Medical Education.
4. Risk Management and Quality Assurance. Fellow agrees to cooperate in PCH's risk management and quality assurance programs, including discussions with PCH's insurance and legal representatives, testimony at trials or depositions when necessary, and rendering of such other assistance as may be requested by PCH representatives. This obligation shall survive the termination of this Agreement, and PCH shall pay travel and per diem expenses in connection with such activities requested by PCH, but shall not pay professional fees.
5. Term. Employment will commence on the first day of orientation, July 1, xxxx,

and continue through June 30, xxxx. This Agreement will be renewable annually by mutual consent.

6. Schedule. Regular week day duty hours and a schedule for night, weekend and holiday duty will be established by the Program Director(s).
7. Salary. Fellow shall receive an annual salary payable bi-weekly, commencing with the appropriate date of the month in which this Agreement is effective. PCH will notify Fellow of the annual salary amount before the commencement of Fellow's employment at PCH. The salary amount notification is deemed to be a part of this Agreement. Said salary shall be subject to deduction for Federal and State Income Withholding, FICA and any other deductions as may be required by law or authorized in writing by Fellow.
8. Benefits. PCH shall provide Fellow with the following benefits:
 - a. Group Term Life Insurance - In an amount equal to Fellow's annual salary (to the nearest thousand) at no cost to the Fellow.
 - b. Voluntary Life Insurance - Fellow may purchase additional term and permanent insurance for self and eligible dependents through the PCH benefit package.
 - c. Group Medical Insurance - Fellow will have core medical care insurance for self and eligible dependents provided at no cost to the Fellow pursuant to the Phoenix Children's Hospital Pediatric Resident Financial Support, Benefits, and Work Environment Policy. Fellow will be responsible, however, for deductible and copayments, if any. Fellow may buy up to the Enhanced Benefit Plan by paying for the additional cost of the plan to PCH.
 - d. Group Vision Insurance - Fellow will have vision care for self and eligible dependents provided at no cost to the Fellow. Fellow will be responsible, however, for deductible and copayments, if any.
 - e. Group Dental Insurance - Fellow will have core dental insurance for self and eligible dependents provided at no cost to the Fellow. Fellow will be responsible, however, for deductibles and copayments, if any. Fellow may buy up to the Enhanced Benefit Program by paying for the additional cost of the plan to PCH.
 - f. Short Term Disability - 100% pay continuation of salary for short term illness or accident is provided at no cost to the Fellow for up to 180 consecutive calendar days.
 - g. Long Term Disability - PCH will provide Fellow with a personal, portable policy providing long term disability insurance coverage, the cost of

which shall be paid by PCH during Fellow's employment. The policy may be taken with the Fellow upon completion of service; payment arrangements are to be made by the Fellow directly with the carrier.

- h. Vacation - Fellow will be entitled to 28 vacation days annually with pay subject to prior scheduling approval by the Program Director(s).
 - i. Holiday - Determined by the Program Director(s).
 - j. Meals - Meals and meal allowances for the Fellow will be provided to the extent set by PCH policy.
 - k. Clothing - White coats will be provided at no cost to the Fellow.
 - l. 401(k) Investment Plan - Fellow is eligible to participate in PCH's Section 401(k) Investment Plan on the same terms as offered by PCH to its other employees.
 - m. Malpractice Insurance - Professional liability insurance covering all professional activities performed in connection with the Program will be provided at no cost to the Fellow pursuant to the Phoenix Children's Hospital Pediatric Resident Financial Support, Benefits, and Work Environment Policy and the Policy Addressing Residents with Disabilities. Outside "moonlighting" activities and activities not specifically assigned by the Program Director are not covered by this insurance.
9. Conditions for Third Year Training and Reappointment. Fellow understands and agrees that Fellow must successfully complete the American Board of Pediatrics General Pediatrics Certifying Examination prior to beginning the third year of fellowship training. Documentation of a passing score will be filed in each Fellow's personnel file. A Fellow Agreement will not be issued for the third year of fellowship training without documentation of successful completion of the exam. Fellow understands and agrees that Fellow and PCH are subject to the (a) conditions for reappointment, (b) reduction in size or closure of the residency program, and (c) grievance procedures and due process described in the Phoenix Children's Hospital Pediatric Resident Financial Support, Benefits, and Work Environment Policy, Resident Eligibility and Selection Policy, and Grievance Procedure and Due Process Policy.
10. Employment Status. Fellow understands and agrees that Fellow is an employee of PCH and is subject to all employee personnel policies and procedures of PCH except as may be otherwise provided by this Agreement. With respect only to matters involving academic performance, Fellow shall be subject to the due process provisions outlined in the PCH/Maricopa Medical Center Pediatric Residency Program Standards and Procedures for Academic and Resident Discipline Policy for Residents or any successor standards,

procedures, or policies applicable to the Program. Should the Program decide to terminate Fellow's employment for poor academic performance, Fellow must be given at least a 4 month notification of decision to terminate, and Fellow may accordingly initiate a grievance procedure. During such 4 month period, Fellow, at Program's option, may or may not continue assigned duties. With respect to all matters involving issues other than academic performance, the personnel policies and procedures of PCH (including the provisions on corrective action, termination and grievances) shall govern the employment relationship created by this Agreement, without reference to any limitations on the scope of Fellow's activities which might otherwise be imposed by any facility other than PCH which participates in the Program.

Should the Program for any reason become unable to fulfill its duties in residency training, the Designated Institutional Official and Program Director will attempt to find a suitable program for the currently employed fellows according to a procedure defined in the Graduate Medical Education Disaster Policy.

11. Compliance with Laws. PCH and Fellow will comply with all federal, state, local, and accrediting laws, rules, and regulations applicable to this Agreement and the Program. These include but are not limited to Medicare conditions of participation, licensure requirements, reimbursement provisions and Joint Commission requirements. Fellow represents and warrants that he or she has not been and during the term of this Agreement will not be (a) convicted of an offense related to healthcare or a felony, (b) listed by a federal agency as debarred or excluded, and (c) declared ineligible by a federal agency for federal program participation.
12. Compliance with Policies and Procedures. PCH will establish and maintain policies and procedures applicable to the Program. Fellow and PCH will comply with all applicable PCH policies and procedures including but not limited to the policies and procedures referenced in this Agreement.
13. Breach of this Agreement; Termination from Program. Fellow agrees that failure to conform to the contents of this Agreement shall be grounds for immediate suspension or termination. Fellow also understands and agrees that if the Program discontinues Fellow from its Program, this agreement will be terminable immediately at the option of either PCH or Fellow.

PHOENIX CHILDREN'S HOSPITAL

FELLOW

Robert Meyer
President and CEO

, M.D.

Date _____

Date _____